

of all his property, though in *Harrington v. Coale supra*, where the bill of sale conveyed all the donor's personal estate, parol evidence was held admissible to identify a parcel of it, and it seems not to have been thought that the deed was objectionable on this account, but in *Twyne's* case this was held a badge of fraud, for the donor did not reserve even his wearing apparel—secrecy in the transaction—unusual clauses in, and an artful and forced dress or appearance given by the parties to the instrument—its execution pending an action against the donor, (see *Barling v. Bishop*, 29 Beav. 417,)—the use of comprehensive generalities in the description of the articles conveyed, as all furniture and plantation utensils, without any schedule of them, the Code too, *ut supra*, expressly requiring a *description*<sup>24</sup> of the property, *Bohn v. Headley supra*; *Duvall v. Waters*, 1 Bl. 569—and, above all, the existence of any secret trust in favour of the debtor, or of any express trust, or disposition, or incumbrance of his property, which may make \*the remedy of the creditor more difficult.<sup>25</sup> Indeed Stat. **384** 3 H. 7, c. 4, (*q. v.*) expressly avoids all conveyances of goods and chattels made in trust or for the use of the grantor. Every shift or contrivance is within the Statute, whereby the property of the debtor is placed beyond the reach of the creditor, or the latter is unduly delayed in reaping the

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tent of the grantor. *Commonwealth Bank v. Kearns*, 100 Md. 202; *Downs v. Miller*, 95 Md. 607; *Crooks v. Brydon*, 93 Md. 644; *Fuller v. Brewster*, 53 Md. 362; *Fladung v. Rose*, 58 Md. 18. Cf. *Godfrey v. Poole*, 13 App. Cas. 497.

And this is so even though the deed is made to one creditor to the exclusion of others, provided it is made in good faith and in the payment of an honest debt. *Commonwealth Bank v. Kearns*, 100 Md. 208; *Totten v. Brady*, 54 Md. 170. As to voluntary conveyances, see note 21 *supra*.

<sup>24</sup> See *Fersner v. Bradley*, 87 Md. 488; *Salabes v. Castleberg*, 98 Md. 652.

<sup>25</sup> *Thompson v. Williams*, 100 Md. 200; *Scott v. Keane*, 87 Md. 717; *Franklin v. Claflin*, 49 Md. 44. Cf. *Homer v. Grosholz*, 38 Md. 520; *Second Bank v. Yeatman*, 53 Md. 442.

*Semble* that a mortgage of a stock in trade containing an express covenant, or accompanied by an independent agreement, permitting the mortgagor to remain in possession with power to sell for his own benefit, is fraudulent in law; but this principle does not apply where the mortgagor is only authorized to sell the goods for the benefit and in the name of the mortgagee, though in such case the conveyance may be set aside on proof of fraud in fact. *Edelhoff v. Horner Co.*, 86 Md. 611; *First Bank v. Lindenstruth*, 79 Md. 139; *Robinson v. Elliott*, 22 Wall. 513. Cf. *Butler v. Rahm*, 46 Md. 547.

In *Albert v. Lindau*, 46 Md. 334, it was held that an agreement by which one person furnishes goods to another in order to enable the latter to carry on a retail business as agent of the former with power to sell the goods for and on account of his principal was not void as to existing creditors of the agent, if *bona fide*; but *contra* as to subsequent creditors who might fairly be presumed to have been misled by the latter's possession and apparent ownership of the goods.